Order Mode could become unavailable by the time the CLEC's order is processed by the

BellSouth OSS. In these circumstances, the CLEC will need to re-contact the customer and

advise it that the previously-assigned due date and number, on which the customer has probably

begun to rely, are in fact not available. Customer unhappiness, and perhaps even cancellation of

the order, will be the result.

176. For these reasons, Mr. Stacy's claim that "LENS, CGI, and EC-Lite are all

superior to BellSouth's retail systems" is an exercise in wishful thinking. Stacy OSS Aff., ¶ 15.

Nondiscriminatory access exists only when CLECs have the same access to the same data, and

enjoy the same functionality, as BellSouth's retail representatives, with the same degree of

timeliness, reliability, and quality. Regardless of whether they use EC-Lite or LENS (including

CGI), CLECs still do not have such access in pre-ordering.

B.   Ordering and Provisioning

177. When a customer requests local service from AT&T, the AT&T

representative must be able to identify the services and features that the customer wants, record

how the customer wishes its directory listing to appear, subscribe the customer to a primary

interexchange carrier ("PIC"), confirm the scheduling of any necessary premises work, and define

any customer blocking requirements (e.g., 900 numbers and collect calls). The ordering interface

must therefore permit AT&T to record, transmit, and review this information accurately and

promptly to BellSouth, such that AT&T's orders are given the same priority and treatment as

BellSouth's orders.

178.   Similarly, parity requires that the interface for the provisioning of service allow the installation of new service or change of local service to occur as swiftly and reliably as the provisioning of service to BellSouth's retail customers. The interface must inform AT&T of order jeopardy or special handling requirements, order status, and order completion as quickly and accurately as BellSouth receives such information through its systems. As the Commission has noted, such notices play a "critical role" in a CLEC's ability to keep its customer advised of such matters as installation dates and to modify a customer's order prior to completion, if necessary. Ameritech Michigan Order, ¶ 186.

179.   The Commission previously found that BellSouth had failed to demonstrate that it was providing nondiscriminatory access to ordering and provisioning. BellSouth South Carolina Order, ¶¶ 101-146; BellSouth Louisiana Order, ¶¶ 23-46. The Commission cited the substantial disparity in flow-through rates between BellSouth's orders and CLEC orders, the failure of BellSouth to provide notices electronically to CLECs, and the failure of BellSouth to submit reliable installation interval data. BellSouth South Carolina Order, ¶¶ 101-140. The Commission also expressed concern about BellSouth's process for the ordering and provisioning of UNEs, including the absence of mechanized order generation capacity for most UNEs. Id., ¶¶ 141-146.

180.   Mr. Stacy asserts that BellSouth now provides nondiscriminatory ordering and provisioning capabilities to CLECs through the EDI interface and EXACT, as well as LENS. Stacy OSS Aff., ¶¶ 79, 147, 156. That is incorrect. BellSouth still fails to provide parity of access, for the same reasons that prompted the Commission's rejection of its two prior

applications and for a variety of other reasons. None of the BellSouth interfaces provide CLECs

with the same ordering and provisioning capabilities that BellSouth enjoys in dealing with its own

customers.

1. EDI[84]

181. As Mr. Stacy indicates,, EDI is the electronic interface sanctioned by the

OBF for local service requests -- in contrast to LENS, which is proprietary to BellSouth and can

be changed unilaterally by BellSouth. Stacy OSS Aff., ¶ 82. Moreover, unlike LENS, EDI can

be electronically interconnected to a CLEC's OSS.

182. Despite EDI's advantages over LENS in these respects, the EDI Issue 7.0

("EDI-7") interface currently offered by BellSouth does not offer parity of access. Indeed, EDI-7

is *inferior* in a number of respects to the preexisting version of EDI offered by BellSouth, EDI

Issue 6 ("EDI-6"). As I have already described (¶¶ 89-109, supra), and as AT&T's witness Donna

Hassebrock describes in her affidavit, that decline is due in part to BellSouth's failure to follow the

standards of the OBF -- particularly with respect to orders for subsequent partial migrations,

which now must be manually submitted to BellSouth despite their critical competitive importance

to AT&T. Mr. Stacy is thus ignoring reality when he states that BellSouth's EDI interface

conforms to OBF standards. Stacy OSS Aff., ¶ 82.

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[84] In addition to EDI, BellSouth "recommends" EXACT (which, as Mr. Stacy says, can be used to order certain "infrastructure-type elements such as interconnection trunking") as the interface to be used for ordering. See Stacy OSS Aff., ¶¶ 79, 99. Since Mr. Stacy's discussion of EXACT focuses on its availability for ordering certain UNEs (e.g., id., ¶¶ 96-97), I will discuss EXACT in the context of EDI's availability for the ordering of UNEs.

183. As currently deployed, the EDI-7 ordering interface continues to deny

parity of access to CLECs in a number of areas:

      (1)   manual processing;

      (2)   the range of services that can be ordered;

      (3)   real-time capability; and

      (4)   confirmations and completion notices.

Each of these will be examined in turn.

      a.   **EDI's Ordering and Provisioning Capabilities Still Require a Discriminatorily High Degree of Manual Intervention.**

184. CLECs and BellSouth are still required to perform manual processing in

connection with EDI orders that is not required or involved when BellSouth's service

representatives perform the same ordering functions. These areas involve: (1) manual

intervention in the transmission of error, reject, and jeopardy appointment notices; (2) the manual

processing of service orders; and (3) orders for complex services.

185. **Manual Transmission of Error, Reject and Jeopardy Notices.** A

CLEC needs timely notification of any problems with orders that it has submitted, in order to

ensure that customers receive the service that they requested on the date that they desired. If the

order is rejected, timely delivery of rejection or error notices is essential to a CLEC's ability to

compete, because the CLEC cannot correct the error and resubmit the notice until it is advised of

the rejection by BellSouth. BellSouth South Carolina Order, ¶ 117.

186. Similarly, if for any reason BellSouth is unable to meet a due date, it is essential that a CLEC receive a timely jeopardy notice of that failure. Such information is critical to a CLEC, because a CLEC must have jeopardy information in order to proactively notify customers about service delivery problems, or the need to modify due dates. Without timely access to such information, CLECs will be unable to establish a reputation for reliability and responsive customer service [85]

187. The Commission previously found that BellSouth's provision of rejection, error, and jeopardy notices -- which were provided to CLECs by fax, if they were provided at all -- constituted a denial of parity, since BellSouth provided such notification to itself electronically in its retail operations. Id., ¶¶ 118, 120,131 & n.392. Although BellSouth now provides some rejection and jeopardy notices electronically over EDI, the degree of electronic notification is still vastly inferior to the electronic notice that BellSouth provides to itself. Most of the error and rejection notices are not fully automated, but are instead typed by BellSouth representatives and then sent via EDI. And BellSouth still does not provide electronic notices of BellSouth-caused jeopardies -- the type of jeopardy notices that a CLEC particularly needs.

188. Mr. Stacy's assertion that BellSouth "has developed a mechanism to provide CLECs electronic notification of order errors" is also highly misleading. Stacy OSS Aff., ¶ 125; see also id., ¶ 127 EDI-7 provides totally electronic rejection/error capability only for a

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[85] For example, if BellSouth misses a promised due date, or if a BellSouth technician misses a customer premises visit appointment, and BellSouth provides the CLEC with no (or late) notification, the CLEC's customer service group is likely to receive a call from an irate customer and have absolutely no information with which to respond.

limited number of error types -- the "fatal edits" or "auto clarifies" that cause an order to be

rejected when it reaches LEO. In such circumstances, a rejection notice will be sent to the CLEC

electronically, without human intervention. However, in all remaining instances of errors, the

order may be rejected at LESOG, SOCS, or even in the BellSouth legacy systems. In these

circumstances, the order falls out for "clarification" on BellSouth's side of the interface, and a

BellSouth representative manually types the rejection notice into the BellSouth's systems and

transmits it over EDI to the CLEC, when the representatives does not correct the error himself.

Mr. Stacy's flow-through data suggest that more than 80 percent of rejection notices are re-keyed

by BellSouth representatives and then transmitted to the CLEC.[86] Such manual intervention

causes delay in provision of service, as evidenced by Mr. Stacy's own data showing that the

average time for returning a rejection notice was more than 6 days in April, and more than 2 days

in May.[87]

189. Mr. Stacy is disingenuous in asserting that "BellSouth representatives do

not receive an equivalent form of notification of errors." Stacy OSS Aff., ¶ 128. BellSouth's

systems will not allow a BellSouth representative to release an order that does not meet the up-

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[86] See Stacy PM Aff., Exh. WNS-3, Percent Flow-Through Service Requests (Detail) Report. The "auto clarify" column in Mr. Stacy's flow-through report refers to those "fatal errors" that cause automatic rejection of the order -- and totally automated preparation of the rejection order. The number of remaining errors, for which a rejection notice or clarification is re-keyed into the system by a BellSouth representative, can be calculated by subtracting the number of "LESOG flow thru" orders from the "LESOG Eligible" orders. For May 1998, the "auto clarify" errors represented only 16.9 percent of all errors (the sum of the "auto clarifies" and all remaining errors).

[87] Id., Exh. WNS-3, Reject Distribution Interval & Average Interval Report.

front edits of the OSS that the representative is using. If the order fails to clear the edits, the representative is notified electronically at once by the systems. Shivanandan Aff., ¶¶ 18, 22. Mr. Shavanandan and Ms. Narducci indicate that if an error is noted by SOCs after the order is released, the error message is sent back to the representative who sent the order, and the representative then can correct it. Id., ¶¶ 20, 22; Narducci Aff., ¶ 9. To the extent that the order is released but later falls out for clarification for failure to meet edits in the BellSouth systems, that is the result of BellSouth's business decision to have a special group, rather than the service representative, correct the error. Id.[88] Moreover, as the Commission recognized in rejecting BellSouth's South Carolina application, BellSouth's retail operations will receive the equivalent of an error notice between a few seconds to thirty minutes after the order is released, depending upon where the error occurs in its systems. BellSouth South Carolina Order, ¶ 118. CLECs, by contrast, must wait for days, on the average, to receive rejection notices.

190. BellSouth's performance with respect to jeopardy notices is even more deficient. BellSouth acknowledges that it sends notices of service jeopardies to CLECs by fax.

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[88] BellSouth also fails to provide nondiscriminatory treatment with respect to the order acknowledgments cited by Mr. Stacy. Stacy OSS Aff., ¶¶ 123-124. BellSouth's retail interfaces provide such acknowledgments almost immediately after the service representative attempts to release the order into the BellSouth systems. By contrast, on the average AT&T cannot receive such acknowledgments for at least 15 minutes after the order is entered into the EDI interface, because of BellSouth's EDI batch process delivery method. See ¶¶ 207-210, infra.

Stacy OSS Aff., ¶¶ 149-150. BellSouth's witnesses make clear that BellSouth itself enjoys

electronic jeopardy notification for service jeopardies [89]

191.   BellSouth's failure to send electronic notices of service jeopardies to

CLECs has adverse effects on both the CLECs and their customers. A CLEC's need for prompt

notification of a jeopardy is far greater when the jeopardy is a service error jeopardy, rather than

an end user-caused jeopardy A service jeopardy -- which is caused by factors outside the

customer's or CLEC's control, such as lack of available facilities at BellSouth -- can only be

identified by BellSouth. In such situations, the delay inherent in fax notices will prevent the

CLEC from contacting its customer and rescheduling the appointment in a timely manner The

customer, in turn, is likely to receive its service far later than a BellSouth retail customer affected

by the same problem The customer will blame any delays caused by late service jeopardy

notification on the CLEC. By contrast, in the case of end user-caused jeopardies, the possibility

of such customer dissatisfaction is less, since the jeopardy is due to the customer's inability to

keep the scheduled appointment.

192.   There is no justification for BellSouth's failure to transmit service jeopardy

notices electronically Mr Stacy acknowledges that reports of service jeopardies are

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[89] BellSouth's witnesses give inconsistent descriptions of the form of jeopardy notice that
BellSouth provides to itself. According to Mr. Stacy, when BellSouth learns of a service jeopardy
in its own retail operations, a report of the jeopardy is transmitted electronically to, and printed
in, the particular BellSouth retail center where the customer is located. Id., ¶ 149. Mr. Yingling,
by contrast, states that SOCS will send a copy of the order (which, presumably, has been updated
by SOCS to note the facilities problem) to the BellSouth service center if the problem occurs prior
to the due date. Yingling Aff., ¶ 28.

automatically run in the SOCS database and then transmitted to the Local Carrier Service Center

("LCSC") for faxing to CLECs Id., ¶ 149 He offers no reason why BellSouth cannot send

those reports directly and electronically to the CLECs' facilities, as they are for BellSouth retail

centers Id The procedure of sending the reports to CLECs through the LCSC unnecessarily

delays notification.[90]

193.   The excuses offered by BellSouth for its lack of electronic notice for

service jeopardies do not withstand scrutiny See id., ¶¶ 149-150 Although Mr. Stacy cites the

need for consultation with the ECIC and with CLECs. the lack of industry standards did not

prevent BellSouth from implementing electronic notifications for rejects and errors for some

orders, and for end user-caused jeopardies Id., ¶¶ 127, 150   And, despite the absence of

industry standards, BellSouth agreed in its interconnection agreement with AT&T to provide

electronic notification of installation jeopardies by March 31, 1997 -- 16 months ago.

Interconnection Agreement, § 28.6.4.

194   In short, despite the Commission's prior orders and despite BellSouth's

contractual obligations. BellSouth is still not providing fully-automated notices of rejections,

errors, and service jeopardies in most cases The transmission of more than 80 percent of

rejection notices involves human intervention, which necessarily delays receipt of the notices and

raises the risk that the data in the notice will be erroneous or inadequate In the case of service

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[90] Although BellSouth points out that it also calls the CLEC when a service jeopardy involves the
CLEC's end user customer, such notice is no substitute for written notification to the CLEC -- as
BellSouth itself recognizes, since BellSouth not only calls its own customers directly in such
situations but also electronically notifies its retail centers. Stacy OSS Aff., ¶ 149

jeopardies, AT&T must manually input the faxed notices into its own OSS before it can respond to them This duplicative manual process both unnecessarily delays the provision of service to AT&T's customers and raises the possibility of further errors

195. The notices provided to AT&T via BellSouth's EDI interface are thus still inferior to the notices that BellSouth provides, electronically and in real time, to itself. In the face of its own professed intention to provide further electronic notification (Stacy OSS Aff., ¶ 150) and its previous agreement to provide such notification to AT&T, BellSouth's claim that it is providing nondiscriminatory access in notifications rings hollow

196. **Manual Processing of Service Orders**. The flow-through data attached as an exhibit to Mr. Stacy's affidavit on performance measurements shows conclusively that the majority of CLEC orders sent via EDI-7 are processed manually by BellSouth. As Mr. Pfau and Ms. Dailey demonstrate in their affidavit, the flow-through rate for EDI orders was only 34.2 percent in May. This percentage is substantially lower than the rates of last year. BellSouth Louisiana Order, ¶ 24. Thus, the "substantial disparity" in flow-through rates that the Commission found in the South Carolina and Louisiana proceedings is even larger than last year. BellSouth South Carolina Order, ¶ 107; BellSouth Louisiana Order, ¶ 25.

197. **Orders for Complex Services.** Mr. Stacy acknowledges that complex services requiring account team handling, such as MultiServ service, are not handled for CLECs by EDI, except when the complex service is being resold to the end user in a "switch-as-is" situation; all other orders for complex services are also handled manually by BellSouth, whether

for BellSouth or for the CLECs. Stacy OSS Aff., ¶¶ 88-89, 136-142. Mr. Stacy, however, has

obfuscated the issue by confusing the pre-ordering process with the ordering process. Most of

the processes that BellSouth describes as ordering are really pre-ordering. E.g., Shivanandan

Aff., ¶¶ 10-19. The BellSouth "manual" activities described by Mr. Stacy essentially involve the

process of designing the service and obtaining the customer's approval of the BellSouth proposal

for provision of the service. While BellSouth may manually gather pre-ordering information for

complex services, once the customer approves the BellSouth proposal, the BellSouth

representative inputs the order directly and electronically into BellSouth's systems, where it is

intended to flow through to the downstream systems. Stacy OSS Aff., ¶ 141; Shivanandan Aff.

¶ 8.

198. By contrast, at no stage can a CLEC enter an order for complex services

into its own systems and have it be electronically transmitted to, and processed by, BellSouth.

BellSouth's process requires that CLEC customers' requests for complex services be handled by

BellSouth, although BellSouth has never advised AT&T of the procedure for submitting such

orders. The CLEC orders are typed by BellSouth's representative into BellSouth's systems.

BellSouth does not supply these orders to the CLEC; a CLEC has access only to such data in the

order that might also appear in the FOC and the CSR, neither of which would supply all of the

information in the order.

199. CLECs should not have to rely on a BellSouth account team and

BellSouth's CLEC service center to input orders for complex services. Once the CLEC obtains

the pre-ordering information for complex services, the CLEC should have the ability to order the

complex services electronically instead of faxing an order to BellSouth for input into BellSouth's

electronic interface. The current practice imposes a "bottleneck" on a CLEC's ability to provide

complex service and precludes the CLEC from using electronic ordering that will enable its

systems to retain the data without manual input -- problems that BellSouth does not face in its

retail operations. The disparity is particularly acute for those CLECs that provide complex

services to a substantial portion of their customers.[91] Recognizing this lack of parity, the Georgia

PSC has ordered BellSouth to provide the ordering form for complex services to CLECs as an

electronic document (which CLECs can fill out as a word processing document) and return to

BellSouth by e-mail. The Georgia PSC emphasized that this requirement was simply an "interim

step" towards full parity. Georgia OSS Order, p 12 (Attachment 2 hereto).

<div style="text-align:center">

**b.   EDI Does Not Provide the Same Ordering
Capability As That Enjoyed By BellSouth's
Retail Operations.**

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200.   As noted above, CLECs using EDI are not able to order all of the services

that BellSouth now orders electronically to support its retail operations. Only a small portion of

the UNEs offered by BellSouth can be electronically ordered via EDI. Mr. Stacy states only that

EDI supports "electronic ordering of unbundled loops, unbundled ports, interim number

portability, and unbundled loop plus interim number portability." but he never identifies the

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[91] For example, KMC Telecom, Inc., a CLEC operating in the BellSouth region, has stated in state Section 271 proceedings that it finds virtually no benefit in using the EDI interface because a significant majority of KMC's customers are provided with complex services, which cannot be ordered through EDI.

particular UNEs to which he refers. Stacy OSS Aff., ¶¶ 86, 103. However, according to an exhibit attached to Mr. Stacy's testimony, the only UNEs that can be electronically ordered via EDI are 2-wire analog loop, 4-wire analog loop, 2-wire analog port, INP, and the combination of the analog loop with INP. Id., Exh. WNS-30, pp. 2-4 These represent only five of the 67 individual UNE elements listed on the exhibit as being offered by BellSouth. Id.[92] EDI will not even accept orders for the remaining 62 UNE elements.

201. Only a few additional UNEs can be ordered via BellSouth's EXACT interface. As in the case of EDI, although Mr. Stacy himself offers no specifics about the UNE ordering functionality of EXACT (other than to say that EXACT can be used to order "infrastructure-type items" such as interconnection trunks), his exhibit lists only eight individual UNE elements that can be ordered electronically through EXACT: (1) one-way trunking; (2) two-way trunking; (3) multiple tandem interconnection; (4) 800 database access; (5) Line Information Database Access; (6) CCS7 A-Link Signaling; (7) Directory Assistance Call Completion; and (8) CCS7 B-Link Signaling. Id. In short, of the 67 individual UNE elements listed by BellSouth in its exhibit, only 13 -- or 20 percent -- can be electronically ordered on BellSouth's interfaces.

202. Mr. Stacy also makes clear that, aside from the loop/INP combination he describes, BellSouth refuses to provide CLECs with the ability to order combinations of UNEs

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[92] According to the same exhibit, the only UNEs that can be ordered on LENS are the same as those available for ordering on EDI, except that LENS cannot be used to order 4-wire analog loops. Furthermore, UNEs can be ordered through LENS only by specifying the UNE in the remarks field, ensuring that the order will fall out for manual processing. Stacy OSS Aff. ¶ 98 & Exh. WNS-30, pp. 2-4.

(including the UNE platform), except in Kentucky, where BellSouth will provide a loop/port

combination under order of the Kentucky PSC. Stacy OSS Aff., ¶¶ 100-103. In fact, he states

that in view of the decision of the U.S. Court of Appeals for the Eighth Circuit regarding UNE

combinations, BellSouth "has not yet undertaken" the development of its systems necessary for

ordering of UNE combinations. Id., ¶ 102.[93]

203.   Although Mr. Stacy asserts that BellSouth will permit CLECs to order

separate UNEs that they can combine themselves (id., ¶ 101), such a procedure is inadequate

Even leaving aside the flaws in the collocation arrangement required by BellSouth for such

combining (which are described by AT&T's affiant Robert Falcone), the process is discriminatory

from an ordering standpoint. It would require AT&T to submit separate orders -- for example,

one order for a loop and a separate order for a port. Such a requirement is contrary to the

AT&T-BellSouth interconnection agreement.[94] In addition, from an ordering standpoint a dual-

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[93] Mr. Stacy's justification for the refusal of BellSouth to provide electronic ordering capability
for UNE combinations on an end-to-end flow-though basis is illogical. See Stacy OSS Aff., ¶
102. BellSouth is obligated under its interconnection agreement with AT&T to provide both
UNE combinations and interfaces that enable AT&T to order such combinations. Interconnection
Agreement, § 30.5 & Att. 15, §§ 1.1-1.2, 4.1, 4.6, 5.2.6. Any "substantial inventory and billing
charges" that BellSouth would incur as a result of provisioning UNE combinations as resale are a
matter of BellSouth's own making, since it insists on treating UNE combinations as resale --
rather than pricing such combinations at total element long-run incremental cost. Stacy OSS Aff.,
¶ 100. Moreover, BellSouth does not even attempt to explain why it will incur such charges,
given that it has already been ordered to provide UNE combinations at cost-based prices by the
Kentucky PSC. Id., ¶ 102.

[94] The interconnection agreement specifically provides that "[m]ultiple individual Elements may
be ordered by AT&T from BellSouth on a single order without the need to have AT&T send an
order for each Element." Interconnection Agreement. Att. 4, § 2.2.

order requirement would pose substantial problems for AT&T: (1) it would require AT&T to

redesign its systems, perhaps at a substantial cost; (2) the submission of two orders would raise

the risk that one order would flow through but the other would not, delaying the provision of the

service to the customer; and (3) the two-order system would pose a greater likelihood of error by

BellSouth in provisioning the requested service than if a single order was submitted.[95]

204.   Nor can EDI and EXACT be used to order the full range of products and

services needed by other facilities-based carriers. For example, as previously described and as

Donna Hassebrock of AT&T describes in her affidavit, AT&T cannot use EDI to place electronic

orders for subsequent partial migrations of the telephone numbers of an existing BellSouth

customer. The inability to place these orders electronically has severely impaired AT&T's efforts

to enter the market through the provision of AT&T Digital Link service.

205.   With respect to resellers, the range of products and services that can be

ordered over EDI is no greater than those available over its predecessor, EDI-6, which was the

version of EDI that BellSouth offered at the time of the Commission's South Carolina and

Louisiana decisions. The EDI interface allows resellers to order only residential and business

POTS service (including vertical features), PBX trunks, SynchroNet (a private line data service),

ISDN-Basic Rate Service, and hunting, and complex services being resold to end users in a

"switch-as-is" situation. See Stacy OSS Aff., ¶¶ 86, 136 & Exh. WNS-30, pp. 1-2.

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[95] BellSouth's own witness, Mr. Scollard, acknowledges that whenever two or more orders must
be placed for the same service, "there is a potential for a timing difference," which can lead to
errors. Scollard Aff., ¶ 27.

206.   Mr. Stacy suggests that the services that cannot be ordered electronically via the EDI interface are not commercially significant, because the services that would be available under EDI constitute approximately 90 percent of BellSouth's consumer and small business retail revenues (Stacy OSS Aff., ¶ 118), or approximately 80 percent of BellSouth's total basic local services operating revenues (id., ¶ 86). Even if this is true, the remaining revenues are significant, both on a regionwide and statewide basis. Based on BellSouth's ARMIS reports, the services that cannot be ordered accounted for approximately $1.6 billion in the BellSouth region, and $169 million in Louisiana alone, in 1997. The inability to order hundreds of millions of dollars of services via EDI can hardly be called "insignificant."[96]

c.   **EDI's Batch Process Delivery Method is Discriminatory.**

207.   EDI, as implemented by BellSouth, does not provide real-time or even near real-time capability. BellSouth's Ordering Guides provide that new entrants can reach BellSouth's EDI interface by sending messages through one of three delivery methods: (1) one or more Value Added Network ("VAN") providers; (2) dial up port; or (3) private line connection using Connect:direct software. All three delivery methods involve a batch process, whereby the orders are held in a "mail box" until BellSouth checks its mail. As a practical matter, this means

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[96] These revenue figures are limited to customers who use the services only for local exchange service. The revenues attributable to the services that cannot be ordered via the EDI interface are even greater in the context of customers who wish to use those services for both local service and long-distance service. In that combined context, based on data in the ARMIS reports filed by BellSouth, I estimate that those services would have generated $5.8 billion for the entire BellSouth region, and at least $557 million in Louisiana alone, in 1997. By failing to enable CLECs to order these services via EDI, BellSouth has made itself the only efficient provider of local service plus long distance to businesses which purchase complex services.

that BellSouth will not process a new entrant's EDI order for up to 15 minutes after the new

entrant has transmitted that order to BellSouth. See Stacy OSS Aff., ¶ 94 During this delay, due

dates requested by the CLEC may become unavailable, resulting in customer dissatisfaction as

well as delay in the actual provision of service to the customer

208.   Although the 15-minute delay is some improvement over the 30-minute

delay that BellSouth previously imposed, the use of batch processing for CLEC EDI orders is

plainly a denial of parity, since BellSouth begins to process its own orders immediately, i.e., in real

time, once the BellSouth agent transmits the order to the appropriate BellSouth ordering system.

In its Interconnection Agreement with AT&T, BellSouth agreed to provide a different delivery

method (a dedicated T1 private line facility using TCP/IP software) that reduces the delivery time

sufficiently to be considered "near real-time." Interconnection Agreement, Att. 15, § 5.1.4

Although that facility is now in place, BellSouth has refused to equip its gateways to be event-

driven, which would leave the gateways always open to receive messages and thus achieve a

"near-real-time" capability Without that capability. BellSouth's EDI interface cannot provide

new entrants with nondiscriminatory access to BellSouth's OSS

209.   Mr Stacy's attempt to portray its discriminatory processing intervals as the

product of "consultation with CLECs" (Stacy OSS Aff, ¶ 94) is grossly misleading and ignores

the history of AT&T's efforts to obtain timely processing of its orders.   Furthermore, Mr Stacy's

statement that CLECs have declined event-driven EDI is false, and Mr. Stacy knows it Id. At an

OSS workshop in Alabama in June, Mr. Stacy acknowledged that his assertion was based on

BellSouth meetings with AT&T and MCI that he had not even attended -- and AT&T and MCI

advised him that they had never taken the position that he attributed to them. AT&T has

consistently advised BellSouth of its desire for an event-driven EDI since July 1996, but

BellSouth has refused to implement this capability.

210.   Mr. Stacy's argument that the batch process "can be adjusted by BellSouth

to much shorter intervals" is unpersuasive. Stacy OSS Aff., ¶ 94. There is no reason why

BellSouth cannot adjust its systems to provide near real-time receipt and delivery in all

circumstances. Moreover, even if users of PC EDI can send their orders immediately, the orders

will still be delivered through a batch process and subject to a wait as long as 15 minutes. Id.

> **d.   The Level of Detail In the Firm Order Confirmation and Completion Notices That BellSouth Provides To CLECs Via EDI Is Inferior To the Analogous Information To Which BellSouth Has Access In Its Retail Operations.**

211.   The FOCs and completion notices ("CNs") that BellSouth sends to CLECs

via the EDI interface do not carry the same level of detail as BellSouth's internal functional

equivalents. Mr. Stacy admits that, unlike users of LENS, those CLECs using the EDI interface

cannot access pending order status information -- and he does not even claim that LENS users

can view the order itself as it appears on BellSouth's system. Stacy OSS Aff., ¶ 153. Because the

order may have been modified by BellSouth after it was received from the CLEC, the CLEC

representative has no way of knowing what services BellSouth actually installed for the CLEC's

customer -- thus preventing the CLEC from ensuring that its customer receives the services that it

requested at the time of installation. The CLEC instead is relegated to correcting problems after

the service has been installed (and may learn of the problem only when the customer complains)

BellSouth's retail operations, by contrast, have the capability to view a pending order at any time, including order status information.

212. A CLEC needs to know whether the specific services and features ordered by the customer were provisioned. CLECs have a lower level of certainty that the order received by BellSouth's SOCs has not changed in any way since it was submitted. Transmission problems may occur, BellSouth's systems may make coding errors for electronically-submitted orders, and human errors can be made on any orders requiring manual intervention. Without the ability to view the details of pending orders, CLECs are unable to determine whether what they ordered is the same as what BellSouth's OSS thinks was ordered. This important information is not contained in BellSouth's FOCs and CNs. Without access to the information, a customer may not receive the service it wants -- and the customer will blame the CLEC for the problem.

213. Mr. Stacy's assertion that BellSouth does not provide FOCs or Completion Notices to itself as it does to the CLECs misses the point. See Stacy OSS Aff., ¶¶ 129, 152. BellSouth representatives know that when they release an order into BellSouth's systems (meaning that the order has survived all front-end system edits), that order has been accepted. The absence of a post-release error is the functional equivalent of a FOC. After releasing the order, BellSouth's representatives have full and immediate access to the order as it appears on BellSouth's systems and to information regarding the status of the order and the specific services that were ordered and installed. That ability to review a pending order and its status is also the equivalent of a FOC.

214.   In any event, the testimony of Mr. Yingling contradicts Mr. Stacy's assertion that BellSouth does not receive a functional equivalent of a FOC in its retail operations. Mr. Yingling states that for an order released from the BellSouth RNS system, "OPI returns the SOCS acknowledgment of the order." Yingling Aff., p. 5. An acknowledgment issued by SOCS is a FOC.

215.   Finally, contrary to Mr. Stacy's assertion, adding functionality to EDI so that CLECs can access pending order status is not currently part of the change control process he describes. Stacy OSS Aff., ¶ 153. Although BellSouth has agreed to work with the CLECs to resolve the problem, no progress has been made, and BellSouth has insisted in other fora that no problem exists. Mr Stacy's reliance on the lack of industry standards is both illogical and ironic, given his assertions elsewhere in his affidavit that BellSouth has frequently taken action in areas where no such standards existed, or exceeded industry standards. E.g., Id., ¶¶ 127, 150, 153.

216.   In short, BellSouth's EDI interface continues to deny new entrants the information necessary to provide the same level of customer service assurance as BellSouth provides to itself.[97]

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[97] This Commission has stated that "[e]quivalent access, as required by the Act and our rules, must be construed broadly to include comparisons of analogous functions between competing carriers and the BOC, even if the actual mechanism used to perform the function is different for competing carriers than for the BOC's retail operations." Ameritech Michigan Order, ¶ 139 (emphasis added).

2. LENS

217. Mr. Stacy's testimony regarding the reliance of BellSouth on LENS as an ordering/provisioning interface in this proceeding is inconsistent. At various points in his testimony, Mr. Stacy indicates that BellSouth is not relying upon LENS to satisfy its obligations to provide nondiscriminatory access for ordering and provisioning.[98] That is, in fact, the position that BellSouth previously took before this Commission in the South Carolina and Louisiana proceedings. BellSouth South Carolina Order, ¶¶ 94, 101 n.306; BellSouth Louisiana Order, ¶ 24 n.79. At other points in his testimony, however, Mr. Stacy cites LENS as an interface that CLECs may use for ordering, suggesting that BellSouth is relying on LENS in support of its application. E.g., Stacy OSS Aff., ¶¶ 79, 98, 118. He also cites the capacity of LENS in support of his argument that BellSouth's ordering systems have sufficient ordering capacity to meet BellSouth's OSS obligations. E.g., Id., ¶¶ 192, 200-201, 206, 211.

218. Regardless of the degree of BellSouth's reliance on LENS as an ordering and provisioning interface, LENS plainly cannot satisfy BellSouth's OSS obligations. Indeed, LENS has numerous deficiencies that preclude it from providing parity of access in the ordering and provisioning context. Those deficiencies are set forth in Attachment 37 to my affidavit. Mr.

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[98] See Stacy OSS Aff., ¶ 99 ("the primary purpose of the LENS interface is to obtain non-discriminatory access to pre-ordering information. BellSouth recommends EDI and EXACT, the industry-standard, non-discriminatory interfaces for ordering") (emphasis in original). See also id., ¶ 79 ("BellSouth . . offer[s] two non-discriminatory, industry-standard systems, EDI and EXACT . . ., as well as LENS"), ¶ 98 ("Although EDI is BellSouth's recommended industry-standard interface for ordering, LENS and CGI may also be used for ordering"), ¶ 156 ("BellSouth is relying on EDI as its principal, nondiscriminatory ordering interface").

Stacy even acknowledges that LENS does not have the capabilities of the EDI interface -- which

itself cannot satisfy BellSouth's OSS obligations.[99] Moreover, even leaving aside its other

deficiencies, LENS cannot provide nondiscriminatory access as an ordering interface for large-

volume carriers such as AT&T. since -- as Mr. Stacy has previously admitted -- LENS was

designed for small CLECs.[100]

C.   Maintenance and Repair

219.   A nondiscriminatory interface for maintenance and repair would permit

AT&T to support its customers in identifying, reporting, and testing troubles, and to resolve them

with the same speed and effectiveness as BellSouth does for its own retail customers. The

interface also would provide status and "close-out" information regarding the restoration of

services. The interfaces that BellSouth currently makes available to CLECs, however, do not

meet these requirements.

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[99] See id., ¶ 98 (acknowledging that in cases of switch-with-change orders or new installations, LENS can order only "a subset of the resold services available through EDI," and that orders for UNEs that might flow through if ordered via EDI will fall out for manual processing if ordered via LENS).

[100] See Attachment 38, Deposition of William N. Stacy taken August 14, 1997, in Docket No. 960786-TL (Fla. PSC), pp. 55-56 ("We did, for the small carriers, produce the integrated solution called LENS that includes both ordering and pre-ordering believing that some of the small carriers would not want to adapt to their systems or commit to [the EDI] work effort on their own"); Attachment 37 hereto, pp. 1-2. As discussed below (¶ 296), in his testimony last year before this Commission Mr. Stacy described LENS' daily ordering capacity as no greater than 2,000 orders per day -- which would be totally insufficient to meet the requirements of large-volume CLECs such as AT&T.

220. Mr. Stacy suggests that BellSouth provides three interfaces for maintenance and repair BellSouth's Trouble Analysis and Facilitation Interface ("TAFI"), the T1M1 IXC interface ("T1M1 IXC") currently used by interexchange carriers for access services, and the Electronic Communication Trouble Administration ("ECTA") gateway. Stacy OSS Aff., ¶¶ 159-177. As BellSouth is currently offering them, however, none of these interfaces offers nondiscriminatory access.

221. AT&T would prefer to use an electronic bonding interface, because it has the potential of offering fully electronic processing of maintenance and repair transactions. Both the T1M1 IXC and ECTA interfaces are electronic bonding, machine-to-machine interfaces. The T1M1 interface, however, apparently cannot be used for all network elements. As Mr. Stacy acknowledges, the T1M1 IXC is intended to enable CLECs to report troubles only for designed (circuit ID based) services. such as resold complex private line services. Id., ¶¶ 172-173. To the extent that a CLEC wishes to report a trouble for a UNE not served by these interfaces, it must do so by telephoning a BellSouth repair representative -- unlike BellSouth, which uses TAFI for its retail customers. Id., ¶¶ 159, 178. The limitation of its scope to designed services also makes the T1M1 IXC interface incapable of providing nondiscriminatory access to resellers. Id., ¶ 173.

222. The T1M1 IXC interface also does not provide electronic flow-through to BellSouth's legacy systems. Because that interface is coded only for circuits purchased from the access tariff, any local orders sent via the T1M1 IXC will fall out for manual processing by

BellSouth [101] By contrast, BellSouth's retail operations use fully automated processes for trouble reporting.

223. AT&T would thus prefer to use ECTA, which is an electronic bonding interface implemented during the first quarter of 1998 pursuant to the interconnection agreement with AT&T and BellSouth. Unlike the T1M1 IXC interface, ECTA is designed to report local service troubles and has end-to-end flow-through capability. However, although AT&T has requested BellSouth to provide TAFI functionality through ECTA, BellSouth -- after initially agreeing to do so -- failed to provide that arrangement. [102] BellSouth now indicates that it will install that functionality in ECTA, but has not committed itself to a specific implementation date.

224. In April 1998, AT&T was compelled to suspend implementation and deployment of the ECTA interface. Although Mr. Stacy is correct that AT&T did so because the

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[101] The Exchange Carrier - Common Preservation Manager ("EC-CPM") electronic interface that BellSouth offers also fails to provide nondiscriminatory access. See Stacy Aff., ¶ 174. As Mr. Stacy acknowledges, EC-CPM is not a machine-to-machine interface. Thus, CLECs using EC-CPM would face the same dual data entry requirement -- and the accompanying risk of delays, errors, and increased costs -- that they face in using the Inquiry Mode of LENS. Id. In addition, the functionality of EC-CPM is inferior to that of TAFI.

[102] Although TAFI and ECTA have the same general functionality, in some areas the scope of the functionality of TAFI is broader than that of ECTA. For example, TAFI allows a CLEC to correct a larger range of customer troubles while the customer is on the line than ECTA. Moreover, TAFI enables a CLEC to perform more tests on a line than ECTA. Mr. Stacy himself asserts that the functionality of TAFI is "superior" to the T1M1 IXC and ECTA interfaces. Stacy OSS Aff., ¶ 159. In 1996, after BellSouth advised the Georgia PSC that it was investigating the possibility of adding TAFI functionality to the T1M1 IXC interface, the PSC ordered BellSouth to complete the TAFI enhancements to allow full operation of the required access by March 31, 1997. See order issued July 2, 1996, in Docket No. 6352-U (Ga. PSC). BellSouth, however, has not done so.

current volume of transactions did not justify the use of the interface, he conveniently fails to discuss why that situation existed. Stacy OSS Aff., ¶ 176. The low volumes were due to BellSouth's failure to provide the interconnection and UNE combinations that AT&T needed for market entry, as well as the inability of resale to serve as a financially viable means of market entry.[103] Given these circumstances, the cost of ECTA's deployment and upkeep cannot currently be justified. If and when BellSouth opens its markets to competition as required by the 1996 Act, and AT&T is given the opportunity to acquire a customer base that makes ECTA cost-effective, AT&T will resume utilizing ECTA. Until that time, AT&T has no choice but to report by telephone the relative handful of trouble reports involving its existing base of resale customers.

225. TAFI also does not provide nondiscriminatory access. Although Mr. Stacy states that TAFI is used to handle trouble reporting "on any BellSouth-provided basic exchange service (i.e., telephone number based services)," the only UNEs for which TAFI is available are those that can be associated with a telephone number, such as ports. Stacy OSS Aff., ¶¶ 159, 164 For resellers, TAFI functionality is available only for basic exchange service, often referred to as POTS (plain old telephone service). Id., ¶ 159 Thus, most of the orders submitted via TAFI by a CLEC providing service through UNEs, or by a reseller providing a service other than POTS, would drop out of BellSouth's system for manual processing. By contrast, BellSouth can submit repair orders and obtain status electronically for all of its customers' maintenance needs

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[103] See letter from Pamela Nelson (AT&T) to Jan Burriss (BellSouth), dated April 9, 1998 (Attachment 39 hereto)